



LOS ANGELES COUNTY  
SHERIFF  
PURCHASE ORDER

S80007

BILL TO: SHERIFF FISCAL ADM - ACCOUNTS PAYABLE 4700 RAMONA BLVD ROOM 310 MONTEREY PARK CA 91754-2169		ORDER NUMBER PO-SH-11321410-1		AWARD DATE 09/01/10		
VENDOR NAME, STREET, CITY, STATE, ZIP CODE:  BOB WONDRIES FORD 400 S. ATLANTIC BLVD. P.O. BOX 1131 ALHAMBRA CA 91801-3642		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.				
		ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov				
		SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) SHERIFF 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 179349				
		CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU				
DELIVERY DATE 12/23/10	FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER 15757P	CONTRACT NUMBER	TOTAL AMOUNT OF ORDER \$4,030,680.59	
DATE PRINTED 09/01/2010	VENDOR NO. 042117	PROMPT PAYMENT TERMS	TERM 1 DISCOUNT: 10.00 DAYS: 30	TERM 2 DISCOUNT : DAYS: 0	TERM 3 DISCOUNT : DAYS: 0	
				TERM 4 DISCOUNT : DAYS: 0		
LINE NO.	COMMODITY/SERVICE DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 070-06-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  DESCRIPTION: MAKE/MODEL: 2011 FORD CROWN VICTORIA  VEHICLE - SEDAN, 4-DR, BLACK & WHITE, 4.6 LITER / V-8 GAS ENGINE, 4-SPEED AUTO, W/ RADIO INTERFERENCE SUPPRESSION PACKAGE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.  NOTE: VEHICLE MUST BE TESTED & CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST & EVALUATION PROGRAM".		150.000	EA	\$ 24,476.040	\$ 3,671,406.00  \$ 357,962.09
<b>VENDOR COPY</b>						
COUNTY OF LOS ANGELES						

PRICE SHEET		PURCHASE ORDER			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>ADDITIONAL SHIPPING INFORMATION :</p>				
2	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION:</p> <p>FEE: NEW TIRE TAX - 5 TIRES x 150 VEHICLES - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Terms and conditions are in accordance with Solicitation RFB-IS-11200079.</p> <p>Delivery: 60-75 Days ARO</p> <p>RQN-SH-11004981</p> <p>FUND/ORG: 55573 (LAC/CAL)</p> <p>OBJ. CODE: 6049 - 60D (FIXED ASSET)</p> <p>ACTIVITY CODE: OLCL</p> <p>ADDITIONAL SHIPPING INFORMATION :</p>	750.000	EA	\$ 1.750	<p>\$ 1,312.50</p> <p>\$ 0.00</p>

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**COUNTY OF LOS ANGELES  
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By \_\_\_\_\_

This certificate is applicable only when signed by an authorized person.

**TERMS AND CONDITION OF PURCHASE**

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices still not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

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<p>6. <b>WARRANTIES:</b> Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.</p> <p>7. <b>CANCELLATION:</b> Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.</p> <p>8. <b>HAZARDOUS MATERIALS:</b> Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.</p> <p>9. <b>COVENANT AGAINST GRATUITIES:</b> Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.</p> <p>10.0 <b>CONFLICT OF INTEREST:</b> 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.</p> <p>10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.</p> <p>11. <b>GOVERNING LAW AND VENUE:</b> This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.</p> <p>12. <b>INDEMNIFICATION:</b> Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.</p>		

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<p>13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:</p> <ul style="list-style-type: none"> <li>a. Vendor has materially breached the Purchase Order; or</li> <li>b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.</li> </ul> <p>In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.</p> <p>The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.</p> <p>15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.</p> <p>The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives</p> <p>16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).</p> <p>17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority</p> <p>18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.</p>		

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<p>19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.</p> <p>20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.</p> <p>21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.</p> <p>22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability. Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.</p> <p>23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.</p> <p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee. partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.</p> <p>The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. he Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.</p> <p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p> <p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p>		

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27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW; The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### 31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

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TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including SUB-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.



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<p>D. Current prevailing wage rates may be obtained at:</p> <p style="text-align: center;"><a href="http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm">www.dir.ca.gov/DLSR/PWD/Apprentice.htm</a></p> <p>Division of Labor Standards Enforcement          455 Golden Gate Avenue, 9th Floor          San Francisco, CA 94102</p> <p>(415) 703-4810</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p> <p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors</p>			

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**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Svce Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recongnized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject tot he provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Svce Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program, In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program, The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's d/or

STANDARD TERMS & CONDITIONS	PURCHASE ORDER  ORDER NO: PO-SH-11321410-1	
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<p>that contractor continues to qualify for an exception to the program.</p> <p>4. Contractor's violation of this Section of the contract may constitut a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of funture contracts for a period of time consistent with the seriousness of the breach.</p> <p><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchaae Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.</p> <p><b>ASSIGNMENT BY CONTRACTOR</b></p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole orin part, without the. prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with appllcable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>		



## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT VEHICLE SPECIFICATION SHEET

VEHICLE TYPE	SHERIFF'S HIGH SPEED, BLACK & WHITE POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN
BUDGET PERIOD	10/11
REQUISITION NO.	RQN-SH-11004981
QUOTATION NO.	RFB-IS-11200079
SPEC'S PREPARED BY / TELEPHONE NO.	Sergeant Kristi Yeager, CFMB., kjyeager@lasd.org (323) 881- 3983
END USER, (DEPT. UNIT) / REPRESENTATIVE	
APPROVED BY (FLEET MANAGER)	Lt. Vance Duffy (323) 881-3982
VENDOR NAME	Wondries Fleet Group
VENDOR ADDRESS	1247 W. Main St., Alhambra CA 91801
VENDOR PHONE #	(626) 457-5590
VENDOR REPRESENTATIVE	John Oviyach

### SPECIAL INSTRUCTIONS

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. Bid prices must be guaranteed for the 2011 model year. *Note: Due to expiring concessions pricing is only good for this Bid.*

Vehicles shall be of the make, model and mechanically equipped as tested and certified as "High Speed Police Package Vehicles" at the Los Angeles County Sheriff Department's most recent annual "Law Enforcement Vehicle Test and Evaluation Program."

Delivery exceeding 120 days may not be accepted.

## GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
3. All standard equipment is to be included on the vehicle as listed in the 2011 model year brochure.
4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder=s proposal, and must be approved by the Los Angeles County Sheriff=s Department Fleet Manager.
5. All deviation(s) or component change(s) after the bid has been awarded, must first be proceeded by notification to the Sheriff=s Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff=s Department=s Fleet Manager or his/her designated representative.
6. Thirty (30) copies of the *Maintenance Service Manual* and thirty (30) copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all *Technical Bulletins* pertaining to selected vehicle shall be provided in a timely manner. CDS
7. Bidders shall submit detailed literature of the vehicle they propose to furnish.
8. Failure to submit this information is sufficient cause for rejection of bid.
9. Dealer shall furnish Dealer=s Bill of Sale in the name of:  
Los Angeles County Sheriff=s Department  
1277 North Eastern Avenue  
Los Angeles, California 90063.
10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.
11. Dealer to furnish invoice at time of delivery for each vehicle received.
12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.

## **DELIVERY**

1. The vehicles delivered to the Los Angeles County Sheriff=s Department by the successful bidder will be identical in every detail.
2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.
4. The final delivery date of the complete order of vehicles shall not exceed 120 days from the date the bid is awarded.
5. Vehicles, upon delivery, will be ready for service.
6. Delivery site of vehicles to be determined at a later date.
7. Vehicles will be delivered with a full tank of fuel.
8. Vehicles will either be delivered with all Anon-installed and/or to be attached after delivery@, components in the trunk of each respective vehicle, or prior to the vehicle(s) being delivered, components may be "drop-shipped directly to the Sheriff's Fleet unit at:  
1104 N. Eastern Ave, Door # 50  
Los Angeles, CA 90063
9. If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) **must** have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.
10. **Before** any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, **must** be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

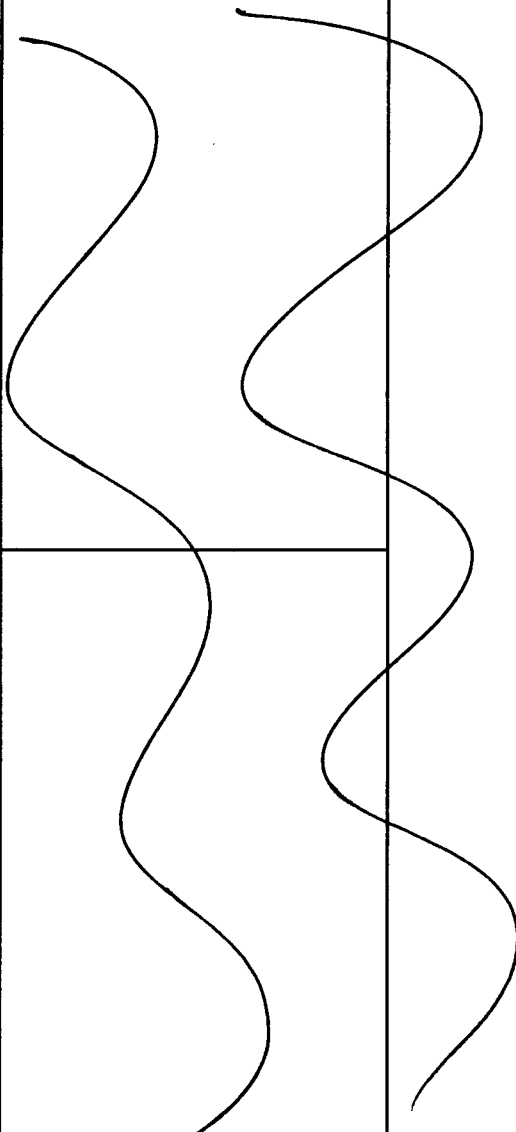
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

**BIDDER INSTRUCTIONS**

*Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under "Bidder's Exceptions". Any "equivalent" substitution of specified items or parts, must be with the prior approval of the Sheriff's Fleet Manager.*

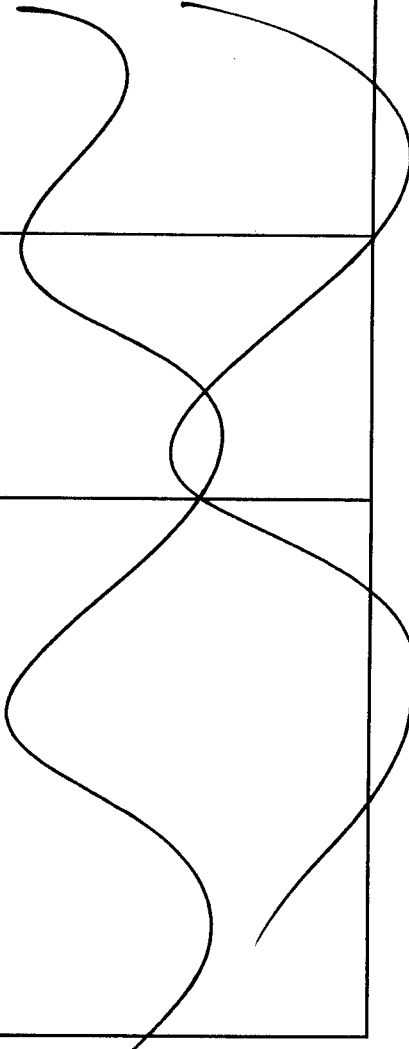
CHASSIS		BIDDERS EXCEPTIONS
[ ]	Body on frame.	<b>AS SPECIFIED</b>
	<u>Layout</u>	
[ ]	Front engine.	
[ ]	Rear wheel drive.	
	<u>Wheel base</u>	
[ ]	114.6 inches.	
	<u>Suspension</u>	
[ ]	Front - Independent, SLA with ball joint lower, coil spring and stabilizer bar.	
[ ]	Rear - 4 bar link, with Watt=s linkage, coil spring , and stabilizer bar.	
	<u>Steering</u>	
[ ]	Power, rack and pinion steering. Power steering should be engineered as to provide maximum road feel and handling.	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

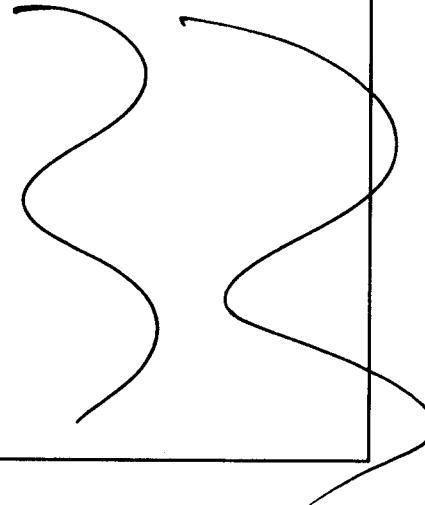
DRIVE TRAIN	BIDDERS EXCEPTIONS
<p><u>Engine</u></p> <p>[ ] Fuel injected, water cooled, gasoline.</p> <p>[ ] Engine to be 4.6 liter minimum, V8 SOHC design.</p> <p>[ ] 250 horsepower minimum @ 4900 RPM, on 87 octane gasoline.</p> <p>[ ] 297 ft. lb. torque minimum @ 4000 RPM on 87 octane gasoline.</p> <p>[ ] Pulley sizes and arrangements identical on all vehicles delivered.</p> <p>[ ] Oil filter to be manufacturer=s standard.</p> <p>[ ] Accessories to be identical on all vehicles delivered.</p>	<p align="center"><b>AS SPECIFIED</b></p> 
<p><u>Cooling System</u></p> <p>[ ] Radiator must be heavy-duty of sufficient capacity to have passed all previous heat tests performed during the most recent Los Angeles County Sheriff's Department "Law Enforcement Vehicle Test and Evaluation Program."</p> <p>[ ] Coolant recovery system is required and identical on all vehicles delivered. *</p> <p>[ ] All radiator/coolant hoses to be "EPDM" type, two (2) ply pre-formed constructed, to include bypass and heater hose.</p> <p>[ ] Factory installed external engine and transmission oil coolers required.</p> <p>* Recovery system must be factory-installed type. Dealer-installed after market systems <i>will not be acceptable.</i></p>	



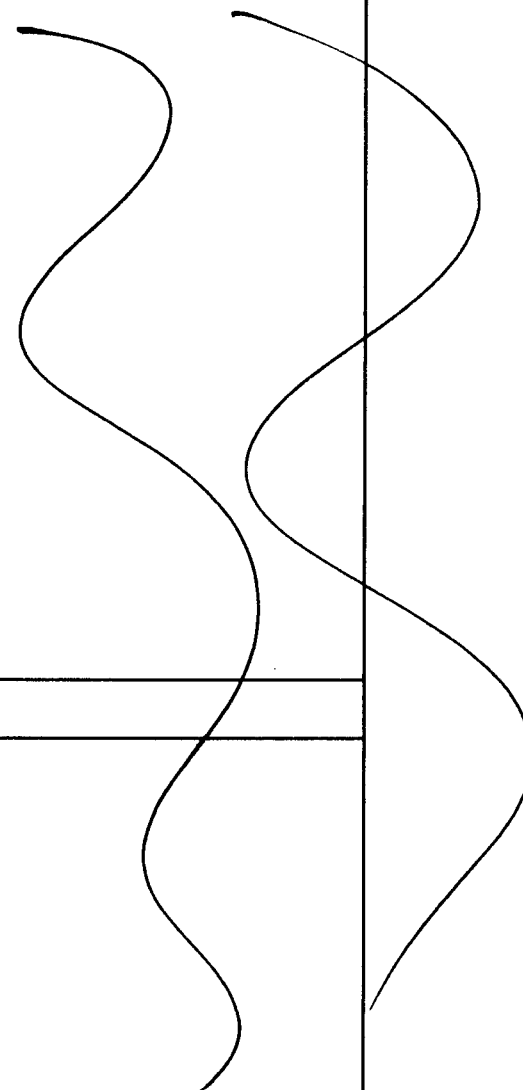
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

BODY (continued)	BIDDERS EXCEPTIONS
<p><u>Interior (continued)</u></p> <p>[ ] "Delete" round 5" interior Dome Map Light.</p> <p>[ ] Vehicle's interior light(s), shall be inoperative when doors open, switch controlled.</p> <p>[ ] Heavy-duty, black rubber floor matting.</p>	<p align="center"><b>AS SPECIFIED</b></p> 
<p><u>Seats</u></p> <p>[ ] Heavy-duty, 40/40 or 45/45 seats (9" minimum between seats.)</p> <p>[ ] Heavy-duty, foam rubber in all seats required.</p>	
<p><u>Upholstery</u></p> <p>[ ] Insulated headliner.</p> <p>[ ] Solid or breathable vinyl side panels.</p> <p>[ ] Front seats to be heavy-duty cloth, rear seat to be heavy duty vinyl.</p> <p>[ ] Solid vinyl armrests (front only).</p> <p>[ ] Color of seats to be selected by Los Angeles County Sheriff's Department and will be the same color in all Black and White vehicles.</p>	

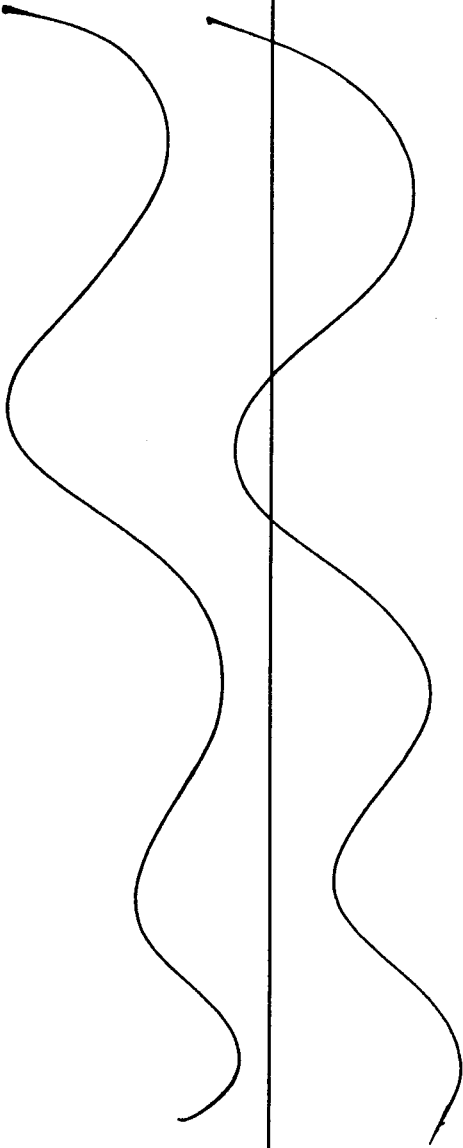
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

BODY (continued)	BIDDERS EXCEPTIONS
<p><u>Trunk</u></p> <p>[ ] Gas tank utilized as floor trunk <i>will not be acceptable.</i></p> <p>[ ] Floor mat in trunk.</p> <p>[ ] Deck lid, when opened remotely, must be restrained in order to prevent damage to the hinges.</p> <p>[ ] Deck lid must remain in the full open position when opening manually.</p> <p>[ ] Trunk light to be installed and connected to turn on automatically when deck lid is opened.</p>	<p align="center"><b>AS SPECIFIED</b></p> 

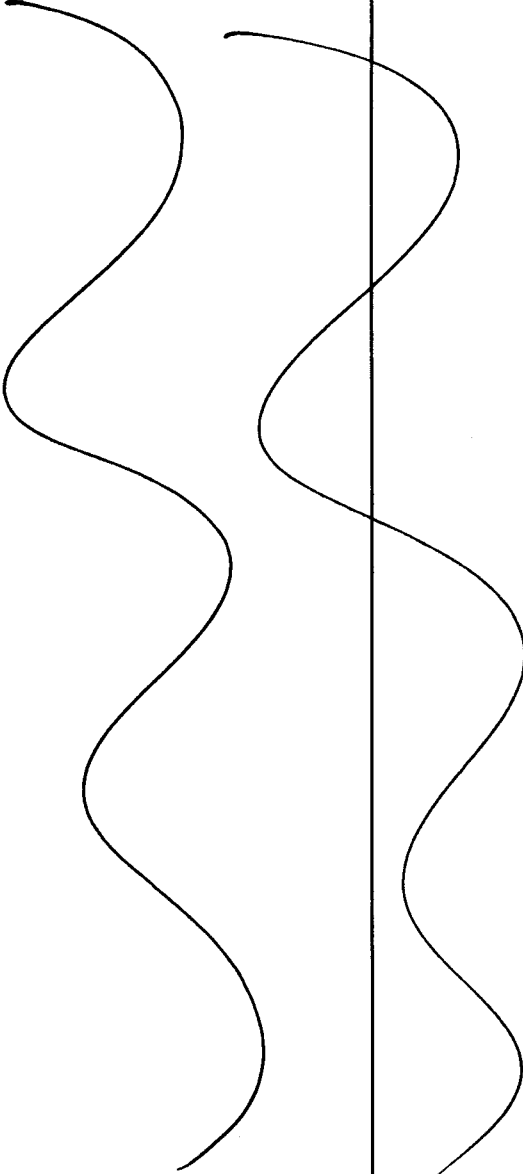
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
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KEYS AND ENTRY SYSTEMS(S)	BIDDERS EXCEPTIONS
<p>[ ] Single-key locking system in all vehicles, including trunk and glove compartment.</p> <p>[ ] All vehicles keyed identical. <b>NO CHIPPED KEYS.</b></p> <p>[ ] All vehicles provided with four (4) keys. <i>Aluminum keys are not acceptable.</i></p> <p>[ ] <b>NOTE:</b> The key code will be selected when Purchase Order is awarded.  <i>* After the bid is awarded, the successful bidder shall obtain the designated key code from Hiroshi Aramaki at (323) 821-0664.</i></p> <p>[ ] Engine compartment hood shall be controlled from inside the vehicle by a release lever and/or switch, located on the left side (driver's area) of the vehicle.</p> <p>[ ] Two (2) electric remote deck lid (trunk) release buttons shall be installed by the manufacturer. One on the driver's door, the other on the instrument panel (accessible to the front passenger.) Remote buttons must be functional only when ignition is on (ignition powered.)</p>	<p align="center"><b>AS SPECIFIED</b></p> 
SPECIALTY ITEMS AND INSTRUCTIONS	
<p>[ ] Vehicles to be equipped with radio interference suppression package, meeting described specifications.</p> <p>[ ] Vehicles to be delivered with a full tank of fuel.</p> <p>[ ] Each vehicle shall be delivered with one seat belt extender.</p> <p>[ ] Any manufacturer installed daytime running lights must be inactivated.</p>	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<b>ADDITIONAL BIDDER SUPPLIED ITEMS (continued)</b> <b>(NOT INSTALLED / NEW IN-BOX / DELIVERD WITHIN EACH VEHICLE)</b>	<b>BIDDERS EXCEPTIONS</b>
<p><u>Full Width Trunk Radio Tray:</u></p> <p>[ ] Included with each vehicle will be a full width, sliding, radio tray, constructed of a 14-gauge formed steel shelf, with a minimum of 12- gauge steel channel frame. The unit will be a welded, one piece frame, requiring no assembly.</p> <p>[ ] The tray will utilize heavy duty load rated Accuride ball bearing slides, with a minimum of 220 lb. load rating.</p> <p>[ ] The tray will extend 20".</p> <p>[ ] The side mounting brackets of the frame will be pre-drilled such that they align with existing holes in the trunk of the 2010/2011 Ford Crown Victoria vehicle. This is to eliminate the need for any aftermarket drilling. <b>No exceptions.</b></p> <p>[ ] To prevent possible damage to the radio equipment mounted on the tray, a 14-gauge 3/4" diamond perforation steel protective guard will be mounted to the front edge of the tray. This guard will be 4" high and extend the full width of the tray. It will be bolted to the tray and be easily removed if needed.</p> <p>[ ] The tray will have a pre-determined hole pattern punched in it. The hole pattern will be determined/supplied by the Sheriff's Department Radio Services Unit after the bid is awarded.</p> <p>[ ] The equipment-mounting surface will measure 42" wide x 23" deep.</p> <p>[ ] The tray will have two (2) spring-loaded latches that will engage automatically when the tray is closed.</p> <p>[ ] The trays must have a texture powder coat finish, and include all necessary installation hardware and instructions.</p>	<p align="center"><b>AS SPECIFIED</b></p> 

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

ELECTROMAGNETIC COMPATIBILITY	BIDDERS EXCEPTIONS										
<p>[ ] Electromagnetic Interference Susceptibility Vehicle is intended for use in presence of electromagnetic fields resulting from use of public safety two-way radios. Vehicle performance shall be affected in any way by transmissions from a radio and antenna installed in the vehicle and operating in any of the frequency ranges of 30 to 50-MHZ, 150 to 174-MHZ, 450 to 512-MHZ, and 800 to 900-MHZ and having a radio frequency output no less than 100-watts. Vehicle performance shall not be affected by the presence of another vehicle equipped with the above described radio and operated adjacent to the subject vehicle.</p> <p>[ ] Radiated and Conducted Electromagnetic Interference Vehicle systems and accessories shall be designed to minimize interference with the use of public safety radio receivers or electronic sirens or sound amplifiers. The effective sensitivity of a receiver installed in the vehicle shall not be reduced by more than the amount tabulated below for each frequency band.</p> <table> <thead> <tr> <th data-bbox="306 1150 597 1182">FREQUENCY BAND</th><th data-bbox="748 1119 979 1182">ALLOWABLE DEGRADATION</th></tr> </thead> <tbody> <tr> <td data-bbox="375 1220 597 1251">30 to 50 - MHZ</td><td data-bbox="797 1220 894 1251">15 d B</td></tr> <tr> <td data-bbox="363 1255 597 1287">150 to 174 - MHZ</td><td data-bbox="813 1255 894 1287">5 d B</td></tr> <tr> <td data-bbox="363 1291 597 1323">450 to 512 - MHZ</td><td data-bbox="813 1291 894 1323">3 d B</td></tr> <tr> <td data-bbox="363 1327 597 1358">800 to 900 - MHZ</td><td data-bbox="813 1327 894 1358">3 d B</td></tr> </tbody> </table> <p>[ ] Degradation is defined as the difference in effective receiver sensitivity measured with the vehicle engine and accessories turned off and that measured with the engine and accessories turned on. Sensitivity is measured in terms of the 12 dB Sinad signal as defined in <i>EIA Standard RS-204</i>. To determine effective sensitivity, the receiver is connected to the antenna through an isolating tee connector which allows introduction of the signal generator through the isolated port. Comparative signal strength readings are then taken with and without the interference present.</p>	FREQUENCY BAND	ALLOWABLE DEGRADATION	30 to 50 - MHZ	15 d B	150 to 174 - MHZ	5 d B	450 to 512 - MHZ	3 d B	800 to 900 - MHZ	3 d B	<p>AS SPECIFIED</p> 
FREQUENCY BAND	ALLOWABLE DEGRADATION										
30 to 50 - MHZ	15 d B										
150 to 174 - MHZ	5 d B										
450 to 512 - MHZ	3 d B										
800 to 900 - MHZ	3 d B										

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

**DELIVERY:**

Los Angeles County Sheriff=s Department  
Fleet Management Unit  
1104 N. Eastern Avenue, Door #50  
Los Angeles, CA 90063  
(213) 267-2511

AS SPECIFIED

**SPECIAL INSTRUCTIONS:**

If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) **must** have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.

Before any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, **must** be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

Upon delivery no dealer decals or license plate identifiers.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery. Vehicle(s) and components will not be accepted after 2:00 pm.

All State of California Department of Motor Vehicle paperwork, and invoicing **MUST** accompany each vehicle at time of delivery. There shall be one invoice per vehicle.

At time of delivery, all vehicles **MUST** meet all specifications as written, **NO EXCEPTIONS**.

At time of delivery, dealer shall furnish *Dealers Report of Sale* in the name of:

LOS ANGELES COUNTY SHERIFF=S DEPARTMENT  
1277 N. EASTERN AVENUE  
LOS ANGELES, CA 90063



**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN  
ATTACHMENT #1**

AS SPECIFIED

**TIRE SPECIFICATIONS**

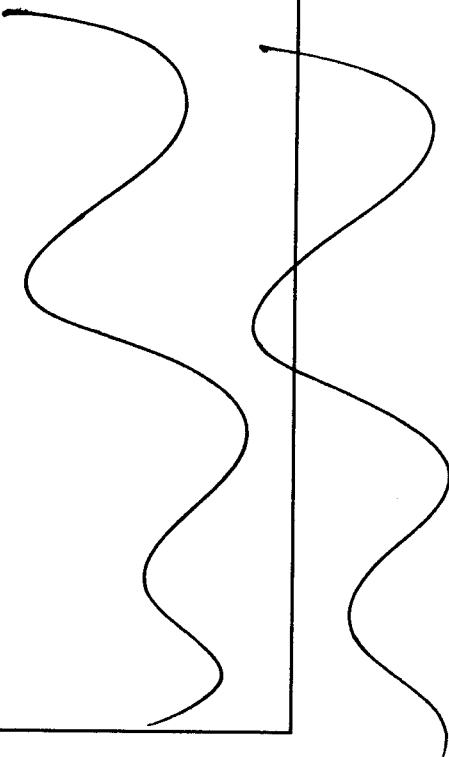
These specifications pertain to high-speed tires intended for use on Los Angeles County Sheriff's Department patrol vehicles and other emergency vehicles in extremely heavy duty applications. Vehicles range from full size to compact and are occasionally operated at speeds in excess of 100 miles per hour under a wide range of conditions, including ambient temperatures to 120° F. Tires are to be certified by manufacturer for operation at speeds of 125 miles per hour, or greater.

**A. SPECIFICATIONS**

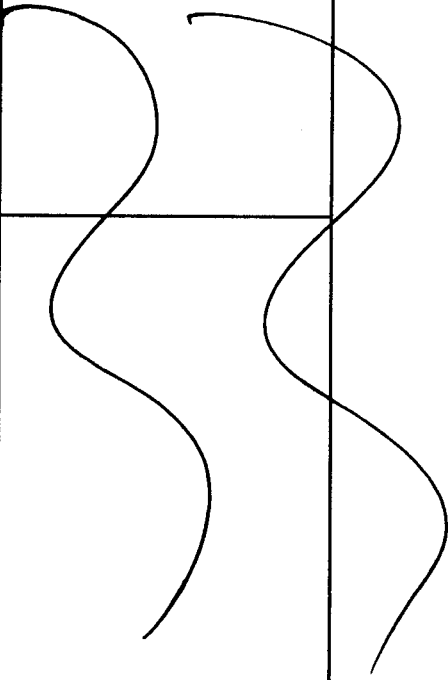
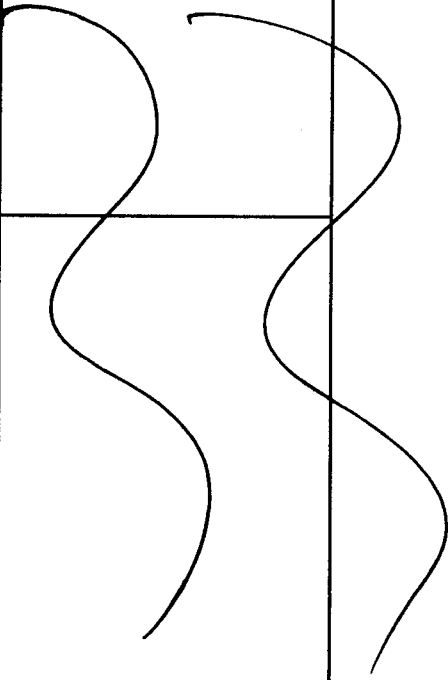
- a. Tires supplied under this set of specifications shall be new, standard production tires expressly designed for heavy-duty, high-speed operation. They must feature exceptional safety, stability, handling, and stopping characteristics during all types of maneuvers.
- b. Tire construction shall be of the radial belted type.
- c. Regardless of construction, any tire submitted must be certified for police use by the tire manufacturer.
- d. Tires requiring in excess of 3-1/2 oz. of counterbalance weights to attain proper balance will be deemed unacceptable.
- e. Tire size will vary to accommodate the needs of the Sheriff's Department fleet.
- f. All tires supplied shall be of the make and model as tested and certified at the last Los Angeles County Sheriff's Department "Law Enforcement Vehicle Test and Evaluation Program."



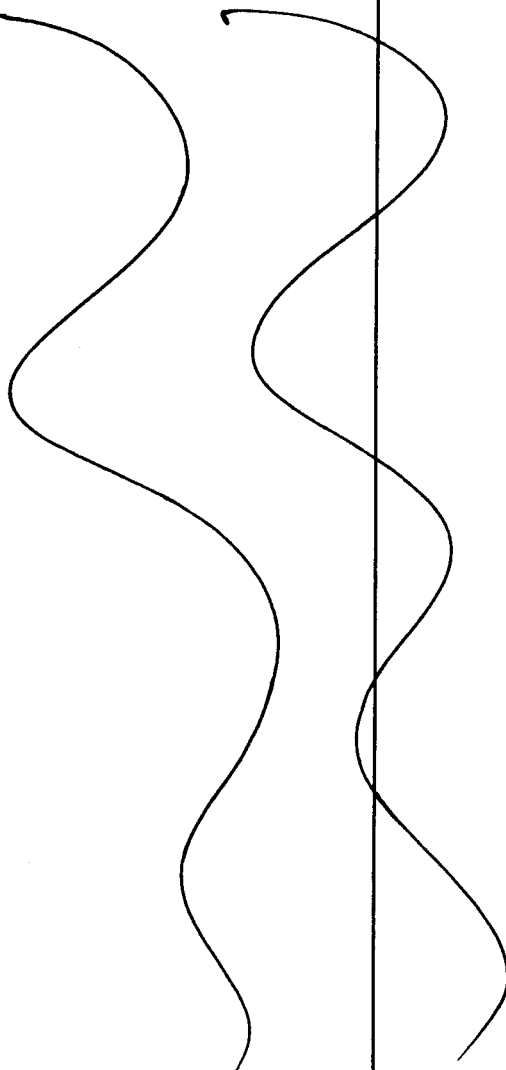
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<b>ADDITIONAL BIDDER SUPPLIED ITEMS (continued)</b> <i>(NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE)</i>	<b>BIDDERS EXCEPTIONS</b>
<p><u>Full Width Trunk Radio Tray (continued):</u></p> <p>[ ] The tray will have a pre-determined hole pattern punched in it. The hole pattern will be determined/supplied by the Sheriff's Department Radio Services Unit after the bid is awarded.</p> <p>[ ] The equipment-mounting surface will measure 42" wide x 23" deep.</p> <p>[ ] The tray will have two (2) spring-loaded latches that will engage automatically when the tray is closed.</p> <p>[ ] The trays must have a texture powder coat finish, and include all necessary installation hardware and instructions.</p> <p><i>References: ASG Marketing model # C-HD-001HBS1-LASD Contact: Tony Griego, Southern California Sales. Phone # (714) 715-1957</i></p> <p><i>Troy Products model # AC-CV09TRAY, AC-CVTRAYFS-ST (included), AC-FENCE (included). Contact: Jorge Rojas, Troy Sheet Metal Works, Inc. Phone # (323) 720-4100 ext. 25</i></p>	<p align="center"><b>AS SPECIFIED</b></p> 

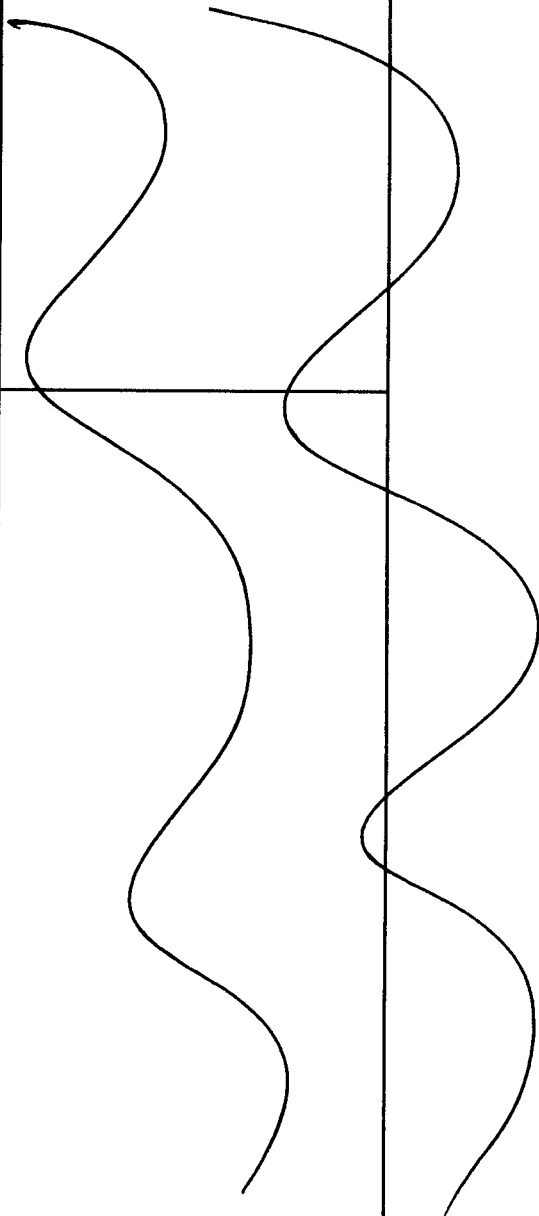
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<b>ADDITIONAL BIDDER SUPPLIED ITEMS</b> <i>(NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE)</i>	<b>BIDDERS EXCEPTIONS</b>
<p><u>Emergency Vehicle Light Bar:</u></p> <p>[ ] Included with each vehicle will be a "Federal Signal", Arjent S2 LED light bar model # 583004S-LASD.</p> <p>[ ] Federal Signal light bar adapter kit # HKB-CV92.</p> <p><i>Contact: Sam Davis, Regional Manager Federal Signal Corporation Phone # (951)202-5577</i></p>	<p align="center"><b>AS SPECIFIED</b></p> 
<p><u>Siren Control:</u></p> <p>[ ] Included with each vehicle will be a "Federal Signal", Smart Siren control, model # SS2000LASD-F.</p> <p>[ ] Park siren deactivator model # UPKM-3.</p> <p>[ ] 20 ft. of cable, RJ11 connector, part # Z146863B.</p> <p><i>Contact: Sam Davis, Regional Manager Federal Signal Corporation Phone # (951)202-5577</i></p>	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

FACTORY INSTALLED ACCESSORIES	BIDDERS EXCEPTIONS
<p>[ ] Multiple speed electric windshield wipers with intermittent feature.</p> <p>[ ] Air conditioning, factory-installed.</p> <p>[ ] Heater, integral with air conditioning.</p> <p>[ ] Dual, outside, power, right and left rear view door mount mirrors, non-glare, not less than 15 square inches of mirror area. Convex-type <i>is acceptable on right side only</i>.</p> <p>[ ] Rear power and/or manual door locks must be inoperable from rear doors.</p> <p>[ ] Interior rear door handles must be inoperable.</p> <p>[ ] Rear power windows must be inoperable from rear doors only.</p> <p>[ ] Front passenger window to be operable by driver and front passenger.</p> <p>[ ] Vehicles to have spotlights, two (2) each, Unity Model 225, 12-volt, with Halogen bulbs, 100,000 candle power minimum, mounted on left and right door post. Spotlights to be factory-installed or if after market installation is to be used, factory spotlight prep package must be ordered and Sheriff's Department must approve of installer. Spotlights must be wired to fuse panel with separate fuse for each spotlight or in-line fuse readily accessible for maintenance.</p> <p><i>Fusible link and/or connectors are not acceptable.</i></p>	<p align="center"><b>AS SPECIFIED</b></p> 

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<b>BODY</b>		<b>BIDDERS EXCEPTIONS</b>
<input type="checkbox"/> <u>Exterior</u>  <input type="checkbox"/> Four-door sedan.  <input type="checkbox"/> Framed door windows required.  <input type="checkbox"/> Factory tinted glass throughout.  <input type="checkbox"/> Full body side moldings, including front door, <b>installed</b> .  <input type="checkbox"/> Black and White color scheme. Paint layout will be provided to successful bidders. No premium for clear-coat colors.		<p align="center"><b>AS SPECIFIED</b></p> 
<input type="checkbox"/> <u>Interior</u>  <input type="checkbox"/> Driver's and front passenger's side front airbags.  <input type="checkbox"/> Front seat side airbags.  <input type="checkbox"/> Padded dashboard, non reflective.  <input type="checkbox"/> Rearview mirror, inside (day/night type).  <input type="checkbox"/> Gauge cluster (volt, oil pressure, water temperature, and fuel.)  <input type="checkbox"/> Speedometer head to indicate speeds to 120 MPH and be accurate +2 MPH at 80 MPH. Certification of speedometer calibration to be furnished.  <input type="checkbox"/> Cigarette lighter, front only.  <input type="checkbox"/> Second auxiliary 12 volt power outlet in front passenger area.  <input type="checkbox"/> Ashtrays in front only.		

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<b>DRIVE TRAIN (continued)</b>		<b>BIDDERS EXCEPTIONS</b>
<input type="checkbox"/>	<u>Transmission</u> Automatic four (4) speed.	<b>AS SPECIFIED</b>
<input type="checkbox"/>	<u>Rear Differential</u> 3.27 axle ratio	
<input type="checkbox"/>	<u>Fuel Tank</u> The fuel tank capacity shall be sufficient to provide a minimum cruising range of 300 miles, based on the Sheriff's Department latest " <i>Fuel Efficiency Evaluation Test</i> " and still allow a 10% reserve.	
<b>ELECTRICAL</b>		
<input type="checkbox"/>	Dry Cell Battery, 12 volt, negative ground, 930 C.C.A., maintenance free. Model # 65-PC1750 or Department Approved Equal	
<input type="checkbox"/>	Alternator, 200-amp output minimum.	
<input type="checkbox"/>	Alternator, 40-amp output at 700 engine RPM.	
<input type="checkbox"/>	Ignition, electronic-type.	
<input type="checkbox"/>	Ignition high tension wiring required to be heat resistant.	
<input type="checkbox"/>	Wiring on all vehicles to be identical.	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

CHASSIS (continued)	BIDDERS EXCEPTIONS
<p><u>Brakes</u></p> <p>[ ] Power disk brakes required on both front and rear.</p> <p>[ ] 4-wheel Anti-lock brake system (ABS) required.</p> <p>[ ] Brake performance capacity.*</p> <p>* Semi-metallic lining or wet and dry performance equivalent must be furnished. Brake material must be exactly as tested and certified at the last L.A.S.D. Law Enforcement Vehicle Test and Evaluation Program.</p>	<p><b>AS SPECIFIED</b></p>
<p><u>Tires and Wheels</u></p> <p>[ ] Five (5) each, radial tires and wheels per vehicle.*</p> <p>[ ] Tire size not smaller than P235/55R17.</p> <p>[ ] Tires must conform to Attachment 1".</p> <p>[ ] Blackwall tires only, whitewall tires are <i>not acceptable</i>.</p> <p>[ ] 17" black steel wheels, with factory standard metal center wheel cap covers.</p> <p>[ ] All tires supplied shall be of the make and model as tested and certified at the Los Angeles County Sheriff's Department "Law Enforcement Vehicle Test and Evaluation Program."</p> <p>* "Space Saver" type spare tires <i>not acceptable</i></p>	

## **LIQUIDATED DAMAGES**

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff=s Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day of delay for each unit as *liquidated damages* and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff=s Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff=s Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff=s Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff's Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

**PRE-DELIVERY INSPECTION – A PILOT VEHICLE@**

1. Vendor to provide for pilot vehicle inspection at the assembly plant by one (1) representative of the Los Angeles County Sheriff's Department. All pilot vehicle inspection travel arrangements shall be direct non-stop flights, between the most convenient points of both departure and destination. The scheduled flights will be during normal business hours. All related costs of the pilot vehicle inspection, including travel, lodging, and meals will be the responsibility of the vendor. In the event that a vendor representative will not accompany the Sheriff Department's representative, the dealer will arrange for a rental car to be made available to the Sheriff Department's representative, and will also provide a per diem to the Sheriff Department's representative for lodging, meals, and vehicle rental prior to the actual travel.
2. Inspection to confirm vendor's compliance to vehicle specifications.



## **WARRANTY**

1. Warranty to be standard manufacturer=s warranty as supplied with all vehicles sold by manufacturer.
2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF=S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.
4. Use of other than original equipment parts will not void warranty.
5. Warranty card to be delivered to Sheriff=s Fleet Management Unit.
6. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff=s Department.

## **EMISSION STANDARDS**

1. Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.